

Appendix 13 – Sample Collection Agreement for Granger-Thye Fee Offset Work
2015 Trout Lake Commercial Portage Prospectus

Cooperator Tax ID # _____

COLLECTION AGREEMENT No. _____
between

_____ and

USDA Forest Service, Superior National Forest, LaCroix Ranger District
for Granger-Thye Projects in the
_____ Campground(s)

THIS COLLECTION AGREEMENT is made and entered into by and between _____, hereinafter referred to as Holder, and the U.S. Department of Agriculture, Forest Service, Superior National Forest, hereinafter referred to as Forest Service, under provisions of the Granger-Thye Act of April 24, 1950 (16 U.S.C. 572). Upon execution, this instrument supersedes all prior Collection Agreements executed between the Holder and the Forest Service.

I. PURPOSE:

The purpose of this instrument is to initiate a relationship for the Holder to perform Government maintenance, reconditioning, and improvement (Government M and R) work in recreation sites for offset of permit fees. The Holder operates a Forest Service-owned site in the _____ as authorized by a Special Use Authorization (Authorization) dated _____.

The Forest Service has requested the Holder to perform certain projects pursuant to 16 U.S.C. 580d.

The Holder has agreed to perform these projects for offset of permit fees, and has requested and the Forest Service has agreed to perform any of these projects not completed by the Holder, using funds deposited, or to be deposited as the permit fee for the period _____, by Holder pursuant to 16 U.S.C. 580(d) and 16 U.S.C. 572(b), together with any permit fees remaining in excess of the cost of earlier projects, when such fees were deposited pursuant to earlier collection agreements issued under 16 U.S.C. 580(d) and 16 U.S.C. 572(b) in conjunction with previous Special Use Permits to the same Holder issued under **A Prospectus for the Operation and Maintenance of a Commercial Portage Service on the Trout Lake Portage from Lake Vermilion to the Boundary Waters Canoe Area Wilderness, January 2015.**

II. HOLDER WILL:

1. Make advance payment of \$ _____ as requested by the Forest Service in amounts sufficient to cover the total cost of doing the Government M, R, and I projects as provided

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for in the attached Granger-Thye Financial Plan. Payments shall take place according to the fee collection schedule established in the Authorization issued to the Holder.

2. Perform without fee offset any projects identified as Holder maintenance and reconditioning (Holder M&R) projects in the attached Granger-Thye Financial Plan.
3. Utilize equipment, supplies and materials which have been approved by the Forest Service.
4. Perform work according to Forest Service standards.
5. Give the Forest Service or the Comptroller General, through any authorized representative, access to and the right to examine all books, papers, or documents related to this instrument.
6. Understand that no part of this agreement shall entitle the Holder to any share or interest in the project, other than the right to use and enjoy the same under the existing regulations of the Forest Service.
7. Hereby agree to defend and hold harmless the USDA Forest Service, its representatives or employees, from any damage incident to the performance of the work resulting from, related to, or arising from this instrument.

III. THE FOREST SERVICE WILL:

1. Bill Holder prior to commencement of work for deposits sufficient to cover the estimated costs, including overhead, for the specific payment period. Billings will be made according to the fee collection schedule established in the Special Use Permit issued to the Holder, and shall be sent to: _____.
2. Deposit the payments received from the Holder into a Forest Service Suspense Account.
3. Refund to the Holder funds equal to the value of the work projects completed by the Holder, as specified on the attached Granger-Thye Financial Plan.
4. Upon receipt of notice from the holder of any project or projects the holder will be unable to complete, deposit any remaining funds into the Forest Service Cooperative Work Fund, and complete such projects.
5. Upon completion of these projects, make available for other maintenance or reconditioning projects any funds deposited in excess of the cost of the projects. Such projects shall be authorized pursuant to a separate agreement between Holder and the Forest Service. If no further maintenance or reconditioning work is performed for offset against the permit fee, the excess amounts shall be deposited to the Treasury.

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6. Refund to the Holder any remaining funds collected in excess of the final 2002 permit fee as calculated following receipt of Holder's end-of-year financial operating statement submitted in accordance with requirements of the Special Use Permit issued to the Holder.
7. Supply Holder with appropriate standards for work projects to be performed for offset of permit fees, and specifications for equipment, supplies, or materials to be provided by the Holder.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

1. Holder's contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the Cooperator's products or activities.
2. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
3. No part of this instrument shall entitle the cooperator to any share or interest in the projects other than the right to use and enjoy the same under the existing regulations of the Forest Service.
4. Improvements placed on National Forest System land, at the direction of either of the parties, shall thereupon become the property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature.
5. This instrument in no way restricts the Forest Service or Holder from participating in similar activities with other public or private agencies, organizations, and individuals.
6. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. The Forest Service shall not incur any new obligations for the terminated portion of the instrument after the effective date, and shall cancel as many obligations as is possible. Full credit shall be allowed for Forest Service expenses and all noncancellable obligations properly incurred up to the effective date of termination. Any funds on deposit may be held by the Forest Service beyond the termination date to meet obligations incurred prior to the termination date and/or to be applied against any further financial obligation the Holder may have with the Forest Service under provisions of the Authorization.
7. The United States of America shall not be liable for any damage incident to the performance of work under this instrument to any depositors or landowners who are parties to this instrument, and all such depositors or landowners hereby expressly waive any and all claims against the United States of America for compensation for any loss, damage personal injury or death occurring in consequence of the performance of this instrument.

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8. Modifications within the scope of the instrument shall be made by mutual consent of both parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
9. This instrument is executed as of the last date shown below, and expires on _____, at which time it will be subject to review, renewal, or expiration.
10. Per Executive Order 13658 and 29 CFR Part 10 minimum wage provisions and rates shall apply where the holder's revenue will exceed or exceeds \$2,500.
11. The principal contacts for this instrument are:

Tim Engrav
USDA Forest Service
LaCroix Ranger District
320 North Hwy 53
Cook, MN 55723

IN WITNESS WHEREOF, the parties hereto have executed this Collection Agreement as of the last date written below.

(Holder)

Date:_____

District Ranger
LaCroix Ranger District
Superior National Forest

Date:_____